

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

IRON WORKERS' MID-AMERICA	)	
PENSION PLAN, <i>et al.</i> ,	)	
	)	
Plaintiffs,	)	CIVIL ACTION
	)	
vs.	)	NO. 21 C 978
	)	
ARCHITECTURAL SYSTEMS, INC.,	)	JUDGE MARTHA M. PACOLD
an Illinois corporation,	)	
	)	
Defendant.	)	

**PLAINTIFFS' MOTION TO ENFORCE THE TERMS OF THE SETTLEMENT  
AGREEMENT AND ENTER JUDGMENT AGAINST DEFENDANT**

Plaintiffs, IRON WORKERS' MID-AMERICA PENSION PLAN, *et al.*, by their attorneys, and move the Court for the entry of an order enforcing the terms of the Settlement Agreement entered into between the parties and entering judgment against Defendant, Architectural Systems, Inc., an Illinois corporation. In support of the Motion, Plaintiffs state as follows:

1. This action was originally brought by the Plaintiffs, the Iron Workers' Mid-America Pension Plan, *et al.*, alleging, *inter alia*, that Defendant breached its obligations under the terms of the collective bargaining agreement entered into with Architectural and Ornamental Iron Workers Union Local #63, and the Agreements and Declarations of Trust under which the Plaintiff Funds are maintained. Specifically, Plaintiffs allege that Defendant failed to remit payment of contributions for work performed on its behalf by beneficiaries of the Plaintiff Funds. The Complaint was brought pursuant to the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§1132, 1145.

2. On May 1, 2021, a Settlement Agreement incorporating the terms for settlement agreed to by the parties was executed by Defendant and on May 6, 2021 was executed on behalf of Plaintiffs (a copy of the Settlement Agreement is attached as Exhibit 1).

3. Through the Settlement Agreement, Defendant acknowledged that it owed Plaintiffs the following amounts:

Audit period 7/1/17 to 5/31/18:	
Contributions/Damages	\$40,107.97
Liquidated Damages	\$8,281.53
Audit period 6/1/18 to 12/31/19:	
Contributions/Damages	\$197,573.82
Liquidated Damages	\$28,549.87
Audit costs	\$1,270.70
<u>Attorney fees (through 3/31/21):</u>	<u>\$2,974.50</u>
Total:	\$278,758.39

4. Defendant agreed to make a lump-sum payment to Plaintiffs of \$20,000.00 on or before May 28, 2021, in full settlement of Plaintiffs' claims to the amounts set forth above. Plaintiffs agreed to waive their claims to amounts due above \$20,000.00 contingent on the Defendant's compliance with all terms and conditions of the Settlement Agreement.

5. In the event Plaintiffs did not timely receive the lump-sum settlement payment required by Paragraph 3 of the Settlement Agreement, the Defendant would be considered in breach of the Settlement Agreement. In the event of a breach, any amounts remaining due under Paragraph 3 of the Settlement Agreement, plus the amounts above \$20,000.00, that would have been waived, additional accrued liquidated damages and interest (at 8.25%), plus any additional costs and attorneys' fees incurred by the Funds after March 31, 2021, to collect these amounts or enforce the Settlement Agreement, would become immediately due and owing, and the Funds would be entitled

to file a motion with the Court for the sole purpose of obtaining a judgment against the Company for the amounts due as set forth above.

6. Pursuant to Paragraph 2 of the Settlement Agreement, the parties agreed to request that the Court retain jurisdiction to enforce the terms of the Settlement Agreement. To that end, on May 6, 2021, Plaintiff submitted a status report to the Court (ECF No. 10), advising that the parties had reached a settlement and proposing to either dismiss or file an appropriate motion to enforce the Settlement Agreement by June 18, 2021.

7. On May 8, 2021, the Court entered an order directing the parties to file a further report, updating the Court on the status of settlement (ECF No. 11).

8. Plaintiffs did not receive the agreed \$20,000.00 payment by the May 28, 2021 due date. Accordingly, on June 3, 2021, Plaintiffs' counsel sent an e-mail to the president of the Defendant company, requesting an update on the status of the agreed payment.

9. On June 4, 2021, Defendant advised Plaintiffs' counsel that it was unable to make the agreed payment because the project it expected to start to provide the funding for the payment would not proceed.

10. As of the date of this filing, Defendant has not made any payments towards the \$20,000.00 lump-sum settlement payment due by May 28, 2021, in breach of the Settlement Agreement, which results in the entire unreduced balance of \$278,758.39 being due and owing.

For the foregoing reasons, Plaintiffs hereby move the Court for the entry of an Order enforcing the terms of the Settlement Agreement and entering judgment against the Defendant, Architectural Systems, Inc. Specifically, Plaintiffs request:

- A. That judgment be entered in favor of Plaintiffs and against Defendant, Architectural Systems, Inc., for \$278,758.39, plus post-judgment interest.
- B. That judgment be entered in favor of Plaintiffs and against Defendant, Architectural Systems, Inc., to include an additional \$1,046.00 in attorneys' fees incurred by the Plaintiffs since March 31, 2021, including the preparation and presentment of the instant motion.
- C. That Plaintiffs have such further relief as may be deemed just and equitable by the Court.

/s/ Patrick N. Ryan \_\_\_\_\_

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**CERTIFICATE OF SERVICE**

The undersigned, an attorney of record, hereby certifies that he electronically filed the foregoing document (Plaintiffs' Motion to Enforce the Terms of the Settlement Agreement and Enter Judgment Against Defendant) with the Clerk of Court using the CM/ECF system, and further certifies that I have mailed the above-referenced document by United States Mail to the following non-CM/ECF participant on or before the hour of 5:00 p.m. this 17th day of June 2021:

Mr. James M. Chavez, Registered Agent  
Architectural Systems, Inc.  
4224 Foxborough Court  
Kankakee, IL 60901

/s/ Patrick N. Ryan

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